REMARKS

Claims 1, 7 - 8, 20, 26 - 27, 39, 45 - 46, 59, 62 - 63, and 70 - 71 have been amended. No new matter is added with these amendments, which are supported in the specification as originally filed. Claims 1, 7 - 8, 20, 26 - 27, 39, 45 - 46, 59, and 62 - 71 remain in the application.

I. Rejection Under 35 U.S.C. §103(a)

Paragraph 2 of the Office Action dated August 12, 2005 (hereinafter, "the Office Action") states that Claims 1, 7 - 8, 20, 26 - 27, 39, 45 - 46, 59, 64 and 69 - 71 are rejected under 35 U.S.C. §103(a) as being unpatentable over U. S. Patent 6,732,369 to Schein et al. (hereinafter, "Schein") in view of U.S. Patent 5,878,141 to Daly et al. (hereinafter, "Daly") and U.S. Patent Application No. 2001/0011236 to Shell. This rejection is respectfully traversed.

Applicant's independent Claims 1, 20, 39, and 71 specify limitations not taught, or suggested, by the references, whether taken singly or in combination, as will now be discussed.

Applicant's claims pertain to a 4-party payment protocol, where the 4 parties are named as (1) "a consumer using [an] interactive television environment" (Claim 1, line 6); (2) "a merchant [that provides an offering]" (Claim 1, lines 6 - 7); (3) "an issuer of a payment account of said consumer" (Claim 1, line 8); and (4) "an acquirer that is distinct from, and that processes payments for, said merchant" (Claim 1, lines 9 - 10). Applicant's independent claims specify particular actions performed by these 4 parties, and particular messages sent among them, where

these messages comprise particular information. The cited references do not teach, or suggest, this particular combination.

Schein does not discuss details of any type of a payment protocol. Applicant finds discussions of payment at col. 23, lines 52 - 65 and col. 24, line 65 - col. 25, line 3 of Schein. As stated in col. 23, when a viewer "selects a particular service ... requiring a financial transaction, a purchasing sequence unfolds" (col. 23, lines 52 - 54). Schein's discussion of this purchasing sequence states that the viewer "is prompted to enter the master password/access code", e.g., via swiping a credit card through a slot, and "[i]f the password/access code is accepted", then the viewer can review his purchasing decision before confirming the transaction (col. 23, lines 54 - 61).

Col. 24, line 65 - col. 25, line 3 of Schein again refers to payment by "input[ting] a password or input identification"; or, as an alternative, "the viewer can simply swipe his or her credit card ... to authorize the purchase ...".

While Schein does discuss various types of information related to TV programming, Schein has no discussion of including such information in payment messages that are sent among the various participants of a 4-party payment protocol, as such is claimed in Applicant's independent claims. Accordingly, it can be seen that Schein teaches no details of payment processing that can be correlated to Applicant's claimed technique. Furthermore, the Office Action <u>admits</u> that Schein does not teach limitations of Applicant's independent Claims 1, 20,

30, and 71 that pertain to payment (i.e., with reference to Claim 1, the limitations that begin on line 17 of this claim and continue through the end of the claim). See p. 3, line 21 - p. 4, line 10 of the Office Action.

Daly fails to teach use of any type of "TV context information". This was previously admitted in Office Actions dated Feb. 14, 2003 (see p. 3, lines 8 - 11 of the discussion in paragraph 5 therein, beginning at "What is not disclosed, however, ..."); July 30, 2003 (see p. 3, lines 10 - 17 of the discussion in paragraph 4 therein, beginning at "What is not disclosed, however, ..."); and Jan. 2, 2004 (see p. 4, lines 15 - 20 therein, beginning at "What is not disclosed, however, ...").

However, in the present Office Action, col. 7, lines 1 - 7 of Daly are cited as teaching "transmitting gathered information or TV context information" and col. 13, lines 22 - 35 of Daly are cited as teaching transmitting this information to "an issuer of an account or purchasing system" (see p. 4, lines 8 - 10 of the Office Action). Upon review of the following information in col. 7, lines 8 - 17 of Daly, it can be seen that the text in col. 7, lines 1 - 7 does not teach the limitation of Applicant's Claim 1 that appears in lines 17 - 21. As amended herein, this claim language specifies that the TV context information is <u>digitally signed</u>, and that it is sent with a <u>payment authorization request</u> from the consumer's device to the issuer of the consumer's payment account, wherein this payment authorization request requests <u>authorization</u> of payment, using the payment account. Daly has no teaching of digitally signing information, and in col. 7, lines 8 - 17, Daly teaches that his purchase request causes the "transaction processing unit" to

"<u>begin</u>[] gathering information related to the purchaser and the merchant" (emphasis added). This teaching is more appropriately aligned with the processing shown at reference number **305** of Applicant's **Fig. 3**, whereas the claim limitation on lines 17 - 21 of Claim 1 aligns with the processing shown at reference number **315**. Furthermore, there is no teaching, nor any suggestion, that Daly's "transaction processing unit" is "an <u>issuer</u> of a <u>payment account</u> of said consumer" (Claim 1, line 8, emphasis added).

The Office Action further states (p. 4, lines 15 - 19) that Daly teaches "including the transmitted information or TV context information ... in an authorization token ...", citing col. 13, lines 36 - 38 and col. [13], lines 40 - 42. Notably, Daly teaches that a digital signature is "of the purchaser", and that this digital signature "authorizes the purchase" (col. 13, lines 40 - 42). This is patentably distinct from Applicant's claimed technique, where the digital signature that "authorizes" the payment is created by <u>the issuer</u>, <u>not</u> by the consumer (or "purchaser", to use Daly's term).

Furthermore, Daly has no teaching of an <u>authorization token</u> that is created by the issuer (Claim 1, lines 25 - 26) when the payment is authorized <u>by the issuer</u> (Claim 1, lines 22 - 24), and that is then <u>digitally signed</u> by the issuer (Claim 1, line 27) and <u>sent</u> (i.e., "a payment authorization ... compris[ing] said authorization token ...") from the issuer <u>to the consumer's device</u> (Claim 1, lines 29 - 31), forwarded from the consumer's device <u>to the merchant's computer</u> (Claim 1, lines 32 - 33), transmitted from the merchant's computer <u>to the acquirer</u> (Claim 1, lines 34 - 36), and then used in a verification performed <u>by the acquirer</u> (Claim 1, lines

39 - 41).

Shell also fails to teach these detailed limitations of Applicant's independent Claims 1, 20, and 39.

Applicant is entitled to have all words of his claim limitations given patentable weight. See Section 2143.03 of the MPEP, "All Claim Limitations Must Be Taught or Suggested", referencing ***In re Wilson***, 165 USPQ 494, 496 (C.C.P.A. 1970), which stated "*All words* in a claim must be considered in judging the patentability of that claim against the prior art." (emphasis added). Signing a message by a purchaser (as taught by Daly) is not the same as, and is patentably distinct from, signing an authorization token by an issuer of a consumer's payment account (as specified in Applicant's claims).

Accordingly, Applicant respectfully submits that his independent Claims 1, 20, and 39 are patentably distinct from the references. Dependent Claims 7 - 8, 26 - 27, 45 - 46, 59, 62 - 63, and 70 are therefore deemed patentable by virtue of (at least) the allowability of the independent claims from which they depend.

Independent Claim 71 (which has not been separately analyzed in the Office Action) specifies limitations similar to those which have been discussed above, and in particular, specifies "including the digitally-signed version [where this version was "digitally signed at a device of the consumer", per Claim 71, lines 7 - 8] with a digitally-signed authorization token

that is created and digitally signed, by an issuer of an account of the consumer, and sent to an acquirer ..." (Claim 71, lines 9 - 12, emphasis added). Independent Claim 71 further specifies limitations stating how the acquirer processes this authorization token; see Claim 71, lines 13 - 18, and Applicant finds no teaching of details of these limitations in the cited references. Accordingly, Claim 71 is deemed patentable over the references.

Applicant therefore respectfully requests that the Examiner withdraw the §103 rejection of all remaining claims.

II. Conclusion

Applicant respectfully requests reconsideration of the pending rejected claims, withdrawal of all presently outstanding rejections, and allowance of all remaining claims at an early date.

Respectfully submitted,

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